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STATE MS.-DE SOTO CO.  
JAN 12 9 22 AM '04 P3

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PREPARED BY,  
RECORDING REQUESTED BY,  
AND WHEN RECORDED MAIL TO:

Robert J. Kmiecik  
Stinson Morrison Hecker LLP  
1299 Farnam Street  
Omaha, NE 68102  
Tel: 402 930 1713

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

December **THIS MEMORANDUM OF LEASE** is made as of this 2<sup>th</sup> day of December, 2003, between Commerce Automotive Realty of Texas, Ltd., a Texas limited partnership (hereinafter referred to as "**Lessor**"), and Heartland Automotive Services II, Inc., a Delaware corporation (hereinafter referred to as "**Lessee**").

Lessor has leased to Lessee the real property situated in the County of DeSoto, State of Mississippi, commonly known as 8130 Old Goodman Road, Olive Branch, Mississippi, and legally described on Exhibit "A" attached hereto and made a part hereof, pursuant to the terms of that certain Lease between Lessor and Lessee dated July 7, 2003 (the "**Lease**").

The initial term of the Lease shall commence on the date Lessee receives a certificate of occupancy for said premises, and the initial term shall terminate on the 20<sup>th</sup> anniversary of such date. In addition, Lessee is given four (4) options to extend the term of the Lease for five (5) years each.

The rentals to be paid by Lessee and all of the rights and obligations of the parties with respect to the above-described property are set forth in the Lease.

This instrument is a memorandum of the aforesaid Lease and is subject to all of the terms and conditions thereof.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided however, that all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR:

Commerce Automotive Realty of Texas, Ltd.,  
a Texas limited partnership

By: Commerce Automotive Realty, Inc.,  
a Texas corporation, its General Partner

By: [Signature]  
Ross J.R. McIver  
Vice President

LESSEE:

Heartland Automotive Services II, Inc.,  
a Delaware corporation

By: [Signature]  
Brian D. Clark  
Chief Financial Officer

STATE OF Texas §  
COUNTY OF Travis §

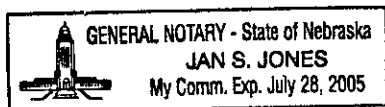
Subscribed and sworn to before me by Ross J. R. McIver, Vice President, on behalf of Commerce Automotive Realty, Inc. on this 19<sup>th</sup> day of November, 2003.



[Signature]  
Notary Public

STATE OF NEBRASKA §  
COUNTY OF DOUGLAS §

Subscribed and sworn to before me by Brian D. Clark, the Chief Financial Officer, on behalf of Heartland Automotive Services II, Inc. on this 8<sup>th</sup> day of December, 2003.



[Signature]  
Notary Public

EXHIBIT "A"

Lot #4A

A 23,461 more or less square feet tract of land located in Section 28, Township 1 South, Range 6 West; Olive Branch, DeSoto County, Mississippi; and further described as follows:

Commencing at the Southeast corner of Section 29, Township 1 South, Range 6 West; thence North N.64°13'07"W, a distance 66.04 feet to the Beginning at a ½" rebar set, said point being the POINT OF BEGINNING; thence

S.89°32'20"W., a distance of 202.22 feet to a ½" rebar set; thence

N.00°27'40"W., a distance of 115.14 feet to a ½" rebar set; thence

N.89°17'02"E., a distance of 203.71 feet to a ½" rebar set; thence

S.00°16'25"W., a distance of 116.06 feet to the POINT OF BEGINNING.

Containing 23,460.93 square feet or 0.5386 acres, more or less.

Commerce Automotive Realty of Texas, Ltd. (Tel: 512 346 7030)  
9111 Jollyville Rd. #106  
Austin, TX 78759

Heartland Automotive Services II, Inc. (Tel: 402 333 0990)  
11308 Davenport St.  
Omaha, NE 68154